

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

CYNTHIA GEORGE,

Plaintiff,

v.

KJPL RIVERWOOD, LLC, JPL
DEVELOPMENT, LLC, AND BACAR
CONSTRUCTORS, INC.,

Defendants.

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Civil Action No.: 3:23-cv-00836

Judge Aleta A. Trauger

JURY DEMAND

**RULE 26 INITIAL DISCLOSURES OF
DEFENDANT BACAR CONSTRUCTORS, INC.**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant BACAR Constructors, Inc. (“BACAR”), by and through undersigned counsel, submits the following Rule 26 Initial Disclosures:

PRELIMINARY STATEMENT

These initial disclosures represent the discoverable information presently known to BACAR. Further investigation and discovery may reveal additional information. BACAR reserves the right to amend and supplement these initial disclosures, pursuant to Federal Rule of Civil Procedure 26, as the parties obtain additional information regarding the claims and defenses at issue in this matter.

Rule 26(a)(1)(A)(i) – *Individuals likely to have discoverable information that BACAR may use to support its claims and/or defenses in this case:*

1. David Baker, BACAR President. Mr. Baker is expected to have general knowledge regarding the business relationship of the parties and BACAR's operating procedures. 1898 Nolensville Rd. Nashville, TN 37203; (615) 259-1516
2. Bret O'Brien, BACAR Vice President of Operations. Mr. O'Brien is expected to have general knowledge regarding the business relationship of the parties and BACAR's operating procedures. 1898 Nolensville Rd. Nashville, TN 37203; (615) 259-1516
3. Scott Slippy, BACAR Project Manager for the Edison at Riverwood. Mr. Slippy is expected to have detailed knowledge regarding the construction of the Edison at Riverwood (the "Property"), the entities who designed the project, and the entities that acted as subcontractors on the Project. 1898 Nolensville Rd. Nashville, TN 37203; (615) 259-1516
4. Jim Ingersoll, BACAR Superintendent for the Edison at Riverwood. Mr. Ingersoll is expected to have detailed knowledge regarding the construction of the Property. 1898 Nolensville Rd. Nashville, TN 37203; (615) 259-1516
5. John Barnett, Architect, Barnett Design Studio, LLC. Mr. Barnett is expected to have detailed information regarding the architectural design of the Property. 324 Main Street, Suite 200, Franklin, TN 37064; (615) 538-7750
6. H&C Construction Group, LLC ("H&C"). H&C is expected to have knowledge regarding the installation of concrete curbs and sidewalks. 917 8th Avenue South, Nashville, TN 37203; (615) 647-7513
7. Nashville Machine Elevator ("NME"). NME is expected to have knowledge regarding the installation of elevators at the Property. P.O. Box 10163, Nashville, TN 37224; (615) 256-5251
8. Sexton Plumbing Co., Inc. ("Sexton"). Sexton is expected to have knowledge of the plumbing work done during the construction of the Property. 101 Forrest Crossing Boulevard, Franklin, TN 37064; (615) 595-1618

Rule 26(a)(1)(A)(ii) – Documents, electronically stored information, and tangible things in the possession, custody, or control of BACAR and which BACAR may use to support its claims or defenses in this case:

1. The Contract between KJPL Riverwood, LLC and BACAR Constructors, Inc. (the “Contract”).
2. All executed change orders regarding the Contract.
3. The Specifications referenced by the Contract.
4. The Architectural Drawings.

The foregoing documents, electronically stored information and/or tangible things in the possession of BACAR will be made available for review and copying at a time and place mutually convenient for BACAR and Plaintiff. BACAR has made a good faith effort to identify all documents, electronically stored information and/or tangible things which may be relevant to this lawsuit. Additional documents, electronically stored information and/or tangible things may be identified during the discovery process, and BACAR reserves the right to identify additional items as discovery progresses.

Rule 26(a)(1)(A)(iii) – A computation of each category of damages claimed by BACAR:

Not applicable.

Rule 26(a)(1)(A)(iv) – Insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgement:

1. Commercial General Liability Policy – State Auto Insurance Companies

<u>Named Insured:</u>	BACAR Constructors, Inc.
<u>Policy Number:</u>	PBP2875649
<u>Policy Period:</u>	October 1, 2022 – October 1, 2023

2. Commercial Umbrella Liability Policy – State Auto Insurance Companies

Named Insured: BACAR Constructors, Inc.
Policy Number: PBP2875649
Policy Period: October 1, 2022 – October 1, 2023

Respectfully submitted,

/s/ Gregory L. Cashion

Gregory L. Cashion BPR #10697

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded via E-mail or first-class U.S. mail as follows:

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/s/ Gregory L. Cashion